3759.

SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, 1850.—No. 204.

THE PLANTERS' BANK OF TENNESSEE, PLAINTIFF IN ERROR,

vs.

WILLIAM L. HARRIS.

IN ERROR TO THE DISTRICT COURT, U. S., FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

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GIDEON, printer.

Exemplification.

THE PLANTERS' BANK OF TENNESSEE
vs.
WILLIAM L. HARRIS.

Pleas had at a district court of the United States, for the northern district of Mississippi, began and held in the town of Pontotoc, in said district, on the first Monday in December, A. D. 1848. Present, the honorable Samuel J. Gholson, judge of said court.

Be it remembered, that on the 14th day of November, A. D. 1848, the Planters' Bank of Tennessee sued out of the office of the clerk of the district court of the United States, for the northern district of Mississippi, its certain summons, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Northern district of Mississippi, ss.

The President of the United States, to the marshal of the northern district of Mississippi, greeting:

We command you, without delay, to summon William L. Harris, who is a citizen of the State of Mississippi, and resides in the northern district of Mississippi, that he be and appear before the district court of the United States, to be held at the town of Pontotoc, in and for the northern district of Mississippi, on the first Monday of December next, to answer to the Planters' Bank of Tennessee, a corporation created by an act of the legislature of the State of Tennessee, and transacting business at the city of Nashville, in said State, of a plea of trespass on the case upon promises, &c., to the damage of the said plaintiff of seven thousand dollars, and that he do file his plea or defence with the clerk of said court on or before the meeting of the same, or judgment will be given against him by default; and have then there this writ.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi,
[L. S.] at Pontotoc, the first of June, A. D. 1848, and 72d year of the independence of the United States.

Issued the 14th day of November, 1848.

G. M. RAGSDALE, *Clerk.*

Said summons is endorsed in the words and figures following, to wit: This action of assumpsit is founded on a protested bill of exchange, drawn by the defendant on Harris, Clayton & Co., and by them accepted for the sum of five thousand dollars, dated 2d October, 1844, payable six months after date, to Joseph B. Cobb, and by him endorsed to plaintiff. The amount of said bill of exchange, with interest, costs

of protest and damages, is the sum demanded in this suit. Bail is not required.

EVANS & TOPP, *Atty's.*

Endorsed—"Came to hand and executed this the 14th Nov'r, 1848.
A. A. KINCANNON, *Marshal.*
By THOS. W. BROWN, *D. M.*

Marshal's fees. Execution entered and returned, 2 50; mileage, 3 50; $6 00.

At the issuance of said summons, plaintiffs filed its declaration in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
Northern district of Mississippi.

District court, for the northern district of Mississippi. To December term, 1848.

The Planters' Bank of Tennessee, a corporation created by an act of the legislature of the State of Tennessee, the president and directors thereof being citizens of the said State of Tennessee, and located at and transacting business at the city of Nashville, in the said State, by their attorney complain of William L. Harris, who is a citizen of the State of Mississippi, and resides in the northern district thereof, summoned to answer, &c., of a plea of trespass on the case upon promises, &c.

For that whereas heretofore, to wit, on the 2d day of October, A. D. 1844, at Columbus, Miss., to wit, in the said district, the defendant, William L. Harris, made his certain foreign bill of exchange in writing and print, dated the day and year aforesaid, and then and there directed the same to Ptolemy Harris, George R. Clayton, Joseph Young and Robert Holt, (late merchants and partners in trade,) doing business, and residing in the city of Mobile, in the State of Alabama, (by the name and style of Messrs. Harris, Clayton & Co., Mobile, Ala.,) by which said bill of exchange the said defendant then and there requested the said Harris, Clayton & Co., six months after the date of that his first of exchange (second unpaid) to pay to Joseph B. Cobb, or order, the sum of five thousand dollars, value received, and then and there delivered said bill of exchange to the said Joseph B. Cobb, who then and there presented the same to the said Harris, Clayton & Co., for their acceptance, and the said Harris, Clayton & Co., then and there accepted the same, by the name and style of Harris, Clayton & Co.; and thereupon the said Joseph B. Cobb, afterwards, to wit, on the day and year and at the place aforesaid, endorsed said bill of exchange by the name and style of Jos. B. Cobb, and then and there delivered said bill of exchange to the plaintiff before the payment of the same or any part thereof. And afterwards, when the said bill of exchange became due and payable according to its tenor and effect, to wit, on the 5th day of April, A. D. 1845, at Mobile, Alabama, to wit, in the district aforesaid, said bill of exchange, so accepted and endorsed as aforesaid, was

presented and shown to the said Harris, Clayton & Co., for payment thereof; and the said Harris, Clayton & Co. then and there had notice of the said endorsement, so made thereon as aforesaid, and was then and there requested to pay said sum of money therein specified, according to the tenor and effect of said bill of exchange and of the acceptance and endorsement aforesaid; but the said Harris, Clayton & Co. then and there refused to pay the same, and the said Harris, Clayton & Co. have not at any time, either before or since the presentment aforesaid, paid any part thereof, nor did they pay the second of exchange, or any part thereof, but therein have wholly failed and made default; and thereupon afterwards, to wit, on the day and year last aforesaid, at Mobile, Alabama, said bill of exchange was duly protested for non-payment thereof, of which said several premises said defendant had due notice, to wit, in the district aforesaid. By means whereof and by virtue of the statute in such case made and provided, the said defendant then and there became liable to pay to the plaintiff the said sum of money in said bill of exchange specified, according to the tenor and effect thereof; and in consideration thereof the said defendant, on the day and year last aforesaid, and at the place last aforesaid, undertook, and then and there promised, to pay to the plaintiffs said sum of money on request.

And whereas, also, the said defendant afterwards, to wit, on the 2d day of October, 1844, at Columbus, Mississippi, to wit, in the district aforesaid, made his certain other bill of exchange of that date, and then and there directed the same to Messrs. Harris, Clayton & Co., Mobile, Alabama, and thereby, then and there, requested them, six months after date of that his first of exchange (second unpaid) to pay to Joseph B. Cobb, or order, five thousand dollars, value received, and then and there delivered the said last mentioned bill to the said Joseph B. Cobb; which said bill of exchange the said Harris, Clayton & Co., on sight thereof, accepted. And the plaintiff avers that the said Joseph B. Cobb, to whom said bill of exchange was made payable, and before the payment thereof, by the way and style of Jos. B. Cobb, endorsed and delivered said bill of exchange, so accepted as aforesaid, to the plaintiff. And afterwards, when said bill of exchange became due and payable, according to the tenor and effect thereof, to wit, on the 5th day of April, A. D. 1845, at Mobile, Alabama, to wit, in the district aforesaid, the said bill of exchange, so accepted and endorsed, was presented to the said Harris, Clayton & Co., for payment thereof, and payment of the said sum of money in said bill mentioned was then and there demanded of them, but that the said Harris, Clayton & Co. did not, nor would, pay the said sum of money therein specified; nor have they since that time paid the same, or any part thereof, but wholly neglected and refused, and still neglect and refuse, to pay the same; nor have they paid the said second of exchange in the said bill mentioned, but have wholly made default; and thereupon, afterwards, to wit, on the day and year aforesaid, and at the place aforesaid, said bill of exchange was duly protested for non-payment thereof. And the

plaintiff avers that the said defendant, William L. Harris, had not, at the time when said bill of exchange became due and payable, or at any time before or since, any effects in the hands of Harris, Clayton & Co. for the payment of the said bill of exchange, or any part thereof; nor has the defendant sustained any damage by reason of his not having notice of the non-payment by them, the said Harris, Clayton & Co., of the said bill of exchange; of all which the said defendant, on the day and year last aforesaid, at the district aforesaid, had notice; by means whereof the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said bill of exchange specified, according to the tenor and effect thereof; and, being so liable, he, the said defendant, in consideration of the premises, on the day and year last mentioned, at the district aforesaid, undertook, and then and there promised, to pay the same on request. Nevertheless, the said defendant has not paid the said sum of money in the said bill of exchange specified, or any part thereof, to the plaintiff, although often requested so to do, to the damage of the plaintiff of seven thousand dollars; and therefore said plaintiff brings this suit, &c.

EVANS & TOPP,
Att'ys for plaintiff.

Defendant's pleas, filed at December term, A. D. 1848, are in the words and figures following, to wit:

United States of America, district court of the United States, for the northern district of Mississippi, December term, A. D. 1848.

THE PLANTERS' BANK of Tennessee
vs.
WM. L. HARRIS.

And the said defendant, by attorney, comes and defends the wrong and injury, when, &c., and says that he did not undertake or promise in manner and form as the plaintiffs have above thereof complained against him; and of this he puts himself upon the country, &c.

HARRIS & HARRISON,
Att'ys for defendant.

And the plaintiff likewise.

EVANS & TOPP, *Att'ys.*

United States of America, district court of the United States, for the northern district of Mississippi, December term, A. D. 1848.

THE PLANTERS' BANK of Tennessee
vs.
WILLIAM L. HARRIS.
Assumpsit.

And the said defendant, by attorney, comes and defends the wrong and injury, when, &c., and says that this court ought not to have or take further cognizance of the action aforesaid; because, he says, that the plaintiffs are a corporation aggregate, and were at the time of the

institution of this suit, to wit, on the day of November, A. D. 1848, and yet so continue to be; and that the corporators and stockholders are composed of citizens of other and different States besides said State of Tennessee, to wit, that James T. Harrison, a citizen of the said northern district of the State of Mississippi, is now, and was at the time of the institution of said suit, a citizen of said northern district of the State of Mississippi, and a stockholder and corporator therein; and this said defendant is ready to verify; wherefore, he prays judgment, if this court here will take further cognizance of, or sustain, said action, and for his costs.

JAMES T. HARRISON,
Att'y for defendant.

THE PLANTERS' BANK of Tennessee
vs.
WM. L. HARRIS.

Before me, clerk of said court, this day personally appeared said defendant, who, after having been sworn, says that the above plea is true in substance and in fact.

WILLIAM L. HARRIS.

Sworn to and subscribed before me, 7th day of December, 1848.
G. M. RAGSDALE, *Clerk*.

And for further plea in this behalf the said defendant comes and defends the wrong and injury, when, &c., and says that this court ought not to have or take further cognizance of the action aforesaid, because, he says, that James T. Harrison is now, and was at the time of the institution of this suit, a citizen of the State of Mississippi, residing in said northern district, and is now, and was at the time of the institution of said suit, one of the stockholders and corporators of said Planters' Bank of the State of Tennessee; and that this court has not jurisdiction; and this said defendant is ready to verify; wherefore he prays judgment, if the court will take further cognizance of, or sustain, said action.

JAMES T. HARRISON,
Att'y for defendant.

Before me, clerk of said court, this day personally appeared said defendant, who, after having been sworn, says, that the plea by him secondly above pleaded is true in substance and in fact.

WM. L. HARRIS.

Sworn and subscribed before me, this 7th day of December, 1848.
G. M. RAGSDALE, *Clerk*.

Plaintiff's demurrer to defendant's plea in the words and figures following, to wit:

"United States of America, district court of the United States, for the northern district of Mississippi. December term, 1848.

THE PLANTERS' BANK OF TENNESSEE
vs.
WILLIAM L. HARRIS.

And the said plaintiff saith, that the said plea of the said defendant, and the matters therein contained, in manner and form as the same are above pleaded and set forth, are not sufficient in law to oust this court of its jurisdiction in this cause, and that the plaintiff is not bound by the law of the land to answer the same, and this the said plaintiff is ready to verify; wherefore, and for want of a sufficient plea in this behalf, the said plaintiff prays judgment, and that the said defendant may answer further to the said declaration, &c.

EVANS & TOPP, *Attorneys.*

Defendant's joinder or demurrer is [in] the words and figures following, to wit:

United States of America, district court, for the northern district of Mississippi. December term, A. D. 1848.

THE PLANTERS' BANK OF TENNESSEE
vs.
WILLIAM L. HARRIS. } No. 776.

And the said defendant saith, that the said pleas by him plended, and the matters therein contained, are sufficient in law to oust this court of jurisdiction in this cause, and to prevent the further cognizance thereof or the sustaining of said action by this court. Which said pleas, and the matters therein contained, he, the said defendant, is ready to verify and prove as the court here shall direct, &c.

Wherefore, inasmuch as the said plaintiff has not denied, nor in any manner assumed, the said pleas, he, the said defendant, as before prays judgment *of* this court here will take further cognizance of, or sustain said action, &c.

JAMES T. HARRISON,
Att'y for defendants.

Order of court at December term thereof, A. D. 1848.

FRIDAY, *December the 8th, A. D.* 1848.

THE PLANTERS' BANK OF TENNESSEE
vs.
WM. L. HARRIS. } 776.

This day came the parties, by their attorneys, and thereupon came on to be argued, plaintiff's demurrer to defendant's plea; and after argument, it is ordered that said demurrer be sustained, and that said defendant have leave to plead over.

There was no order taken in this cause at June term, 1849.

Order of court at December term, 1849.

THURSDAY, *December 6th*, 1849.

PLANTERS' BANK OF TENNESSEE
vs.
WM. L. HARRIS. } 776.

This day came the parties, by their attorneys, and thereupon, on application of plaintiff, and for sufficient cause shown, it [is] ordered by the court that this cause be continued, and that defendant recover of said plaintiff the costs of the present term.

Order of court at June term, A. D. 1850.

TUESDAY, *June 4th*, *A. D.* 1850.

THE PLANTERS' BANK OF TENNESSEE
vs.
WM. L. HARRIS. } 776.

This day came the parties, by their attorneys, and thereupon came a jury of good and lawful men, to wit, jury No. 2, being John W. Comfert and eleven others, who were duly tried, sworn, and empannelled, well and truly to try the issue joined between the parties; and the jury upon their oaths do say, they find the issue joined in favor of the defendant. It is therefore considered by the court that defendant go hence without day, and recover of plaintiff his costs in this behalf expended.

On the 4th day of June, A. D. 1850, being a day of the said June term of said court, the plaintiffs tendered their certain bill of exceptions, which was signed and sealed by the court, and ordered to be made a part of the record, and is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
Northern district of Mississippi.

District court, for the northern district of Mississippi. June term, A. D. 1850.

THE PLANTERS' BANK OF TENNESSEE
vs.
WM. L. HARRIS.

Be it remembered that on this the fourth day of June, A. D. 1850, in the term aforesaid, before the honorable Samuel J. Gholson, judge of said district court, this cause came on to be heard, and the declaration and pleas having been read to the jury empannelled to try the cause, the plaintiffs read as evidence to the jury the bill of exchange declared on, in the following words and figures, to wit:

Exchange for $5,000.

COLUMBUS, MISS., *Oct.* 2, 1844.

Six months after of this first of exchange (second unpaid) pay to Joseph B. Cobb, or order, five thousand dollars, value received, and charge the same to

Your obedient servant,
WILLIAM L. HARRIS.

(Endorsed across the face, Harris, Clayton & Co.)

To MESSRS. HARRIS, CLAYTON & Co., *Mobile*, *Alabama*.

And also the acceptance thereof, written on the face of said bill of exchange as above, and as follows, to wit, Harris, Clayton & Co., and the endorsement on the back thereof written as follows, to wit, "Joseph B. Cobb."

And thereupon the plaintiff offered to read in evidence to the jury a copy, purporting to be a copy of the protest of the notary public, in the words and figures following, to wit: "By this public instrument of protest, be it known, that on this fifth day of April, in the year of our Lord one thousand eight hundred and forty-five, I, John Rolston, notary public, in and for the county of Mobile, in the State of Alabama, duly commissioned and sworn, residing in the city of Mobile, in said county, did receive from Gardner and Sage a certain bill of exchange, being in words and figures as follows, to wit:

Exchange for $5,000.

COLUMBUS, MISS., *Oct.* 2, 1844.

Six months after date of this first of exchange, (second unpaid,) pay to Joseph B. Cobb, or order, five thousand dollars, value received, and charge the same to—

Your obedient servant,
WM. L. HARRIS.

To MESSRS. HARRIS, CLAYTON & Co.,
Mobile, Alabama.

Endorsed on the back.
Joseph B. Cobb. Pay Gardner and Sage,
N. HOBSON, *Cas.*

Of which bill of exchange the said Gardner and Sage required me, the notary, to demand payment, and in case of refusal, or failing to obtain the same, to make a protest in the premises. Whereupon at the request aforesaid, I, the said notary, did present the said bill of exchange to Mr. Clayton, of the firm of Harris, Clayton & Co., and demanded payment, who answered, "No funds;" and whereupon I, the said notary, did protest, as by these presents I do solemnly and publicly protest, as well against the drawer and endorsers, as against all others whom it may or doth concern, for all exchange, re-exchange, damages, costs, charges, and interest, suffered or to be suffered, for want of payment of said bill of exchange. Notices of protest put into the post office this day, addressed to N. Hobson, esq., cashier, Nashville, Tennessee. Thus done and protested at Mobile aforesaid, in presence of John Doe and Richard Roe. In testimony whereof I, the said notary, grant these presents under my signature and seal notarial.

JOHN ROLSTON, [L. S.]
Notary public.

Which copy, so offered to be read, was by the defendant objected to,

and thereupon the court sustained the objection of the defendant, and excluded the same from the jury.

The plaintiff then offered in evidence to the jury the following protest, in the words and figures following, to wit:

By this public instrument of protest, be it remembered, that on this fifth day of April, in the year of our Lord one thousand eight hundred and forty-five, I, John Rolston, notary public in and for the county of Mobile, in the State of Alabama, duly commissioned and sworn, residing in the city of Mobile, in said county, did receive from Gardner and Sage a certain bill of exchange, being in words and figures as follows, to wit:

Exchange for $5,000.

COLUMBUS, MISS., *Oct. 20th*, 1844.

Six months after date of this first of exchange, (second unpaid,) pay to Joseph B. Cobb, or order, five thousand dollars, value received, and charge the same to account of—

Your obedient servant,
WM. L. HARRIS.

To MESSRS. HARRIS, CLAYTON & Co.,
Mobile, Alabama.

(Endorsed on the back.)

Joseph B. Cobb. Pay Gardner and Sage, or order,
N. HOBSON, *Cas.*

Of which bill of exchange the said Gardner & Sage required me, the notary, to demand, and in case of refusal, or failing to obtain the same, to make protest in the premises. Whereupon, at the request aforesaid, I, the said notary, did present the said bill of exchange to Mr. Clayton, of the firm of Harris, Clayton & Co., and demanded payment, who answered, "no funds." And thereupon I, the said notary, did protest, as by these presents I do solemnly and publicly protest, as well against the drawers and endorsers, as against all others whom it may or doth concern, for all exchange, re-exchange, damages, costs, charges, and interest, suffered or to be suffered for want of payment of said bill of exchange. Notices of protest put into the post office this day, addressed to N. Hobson, cas., Nashville, Tennessee. Thus done and protested at Mobile aforesaid, in presence of John Doe and Richard Roe.

In testimony whereof I, the said notary, grant these presents under my signature and seal notarial.

JOHN ROLSTON,
[L. S.] *Notary Public.*

To which protest, so offered as aforesaid, the defendant objected and excepted, and the court being of opinion that said objection and exception were well taken, sustained the same, and excluded said pro-

test from the jury; and thereupon the plaintiff offered as evidence to the jury the copy first above set out in this bill of exceptions, and the protest secondly above set out; also a book as the registry of the said notary, John Rolston, and offered to prove by the said notary that said book was his registry of his notarial acts, kept according to the provisions of the statute of the State of Alabama, in such case made and provided; and offered to read from said register the registry of the protest made by the said notary of the said bill of exchange; which registry, as set forth and contained in the said register, sets forth the said bill of exchange as bearing date the 2d Oct., 1844, and is in all other respects, in words and figures, as the protest set out above in this bill of exceptions; and the plaintiff also introduced the notary public himself, and offered to prove by said notary, and his register aforesaid, a mistake as to the date being the 20th October, 1844, when in fact and in truth the said date should be the 2d October, 1844; and that in truth and in fact the bill of exchange, protested as aforesaid, bore date the 2d October, 1844, and not the 20th October, 1844; and that the said date should and ought to have been copied in the protest aforesaid as dated the 2d and not the 20th October, 1844; to all of which evidence so offered by the plaintiff, the defendant objected; and the court being of opinion that the objection was well taken, sustained the same, and excluded the evidence so offered as aforesaid from the jury. And thereupon the plaintiff announced to the court that this evidence was at hand, and ready to be introduced, to prove that notice of the protest of the bill of exchange sued on was duly sent according to law to the defendant, in order to fix the liability of the said defendant; but the court ruled that said evidence could not be admitted, and excluded the same from the jury, because no protest had been read in evidence; to all of which opinions, rulings, and judgments of the court, the plaintiff here in court, before the court have left the jury box to consider of their verdict, excepts and tenders this their bill of exceptions, and prays that the same may be signed and sealed by the court, and made a part of the record in this cause, which is accordingly [done] on the day and year above written, and before the jury have retired to consider of their verdict.

S. J. GHOLSON. [SEAL.]

THE UNITED STATES OF AMERICA,
Northern district of Mississippi.

I, Robert W. Edmondson, clerk of the district court of the United States, for the district aforesaid, certify, that the foregoing twelve pages contain a true and perfect transcript of the original papers and proceedings filed, and had in the cause therein stated, as fully and completely as the same remain on file and of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at [my] office in Pontotoc, this 30th day of August, A. D. 1850.

[SEAL.] R. W. EDMONDSON,
Clerk.

THE UNITED STATES OF AMERICA,
Northern district of Mississippi.

I, Samuel J. Gholson, judge of the district court of the United States, for the district aforesaid, certify, that Robert W. Edmondson, whose genuine signature appears to the foregoing certificate and attestation, is, and was at the date thereof, clerk of said court, duly appointed, qualified, and commissioned; that his certificate and attestation are in due form of law, and that all his acts in the premises are entitled to full faith and credit.

Given under my hand and seal, this 30th day of August, A. D. 1850.

S. J. GHOLSON. [SEAL.]

THE PLANTERS' BANK of Tennessee
vs.
WM. L. HARRIS.

To the clerk of the circuit court of the United States, for the northern district of Mississippi.

Let a writ of error issue in the cause above recited, and which is set forth in the transcript within. Bond and security having been taken from the plaintiff for prosecuting with effect said writ of error, which, with a citation to the defendant to appear in the Supreme Court of the United States, accompanying this transcript.

October 23d, 1850.

J. CATRON,
An Asso. Jus. Sup. Court, U. S.

Citation.

UNITED STATES OF AMERICA, *ss.*

To William L. Harris, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, on the first Monday in December next, pursuant to a writ of error, filed in the clerk's office of the district court of the United States, for the northern district of Mississippi, wherein the Planters' Bank of Tennessee is plaintiff, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Samuel J. Gholson, judge of the district court of the United States, for the northern district of Mississippi, this 31st day of October, in the year of our Lord one thousand eight hundred and fifty, and in the 75th year of the indpendence of the United States.

S. J. GHOLSON.

Received October 31, 1850.

I, William McQuiston, marshal of the northern district of Mississippi, do hereby constitute and appoint Thos. W. Brown my special deputy to execute and return this citation.

Given under my hand and seal, this 31st October, 1850.

WM. McQUISTON, [SEAL.]
Marshal.

1765.

Received 4th November. Executed same day.

WILLIAM McQUISTON,
Marshal.

By THO. W. BROWN,
Special Deputy.

Ext'g, ent'g, and ret'g, - -	$2 50
Copy, - - - - - - - - -	50
Mileage, - - - - - - - -	4 00
	$7 00

Writ of error.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the judge of the district court of the United States, for the northern district of Mississippi, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said district court, before you, between the Planters' Bank of Tennessee, plaintiff, and William L. Harris, defendant, a manifest error hath happened, to the great damage of the said plaintiff, as by its complaint appears.

We being willing that errror, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and forty-nine, and of the independence of the United States the 74th.

[SEAL.]

Issued the 31st day of October, A. D. 1850.

R. W. EDMONDSON,
Clerk of the district court of the United States, for northern district of Mississippi.

In obedience to the foregoing writ, I herewith transmit to the Supreme Court of the United States a transcript of the record and proceedings of said district court in the plea in said writ mentioned.

Oct. 31, 1850.

R. W. EDMONDSON,
Clerk.